



**ADDITION TO ORIGINAL BY-LAWS
LAKESIDE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE XIV
STANDARDS & PROCESSES**

PURPOSE

Preserve. Protect. Enhance.

The purpose of the Lakeside Homeowners Association is to preserve the value of our community; protect the residents by providing a safe environment for our families; and enhance the beauty and value of our community through adhering to an agreed upon set of rules and regulations. Fundamental to preserving, protecting and enhancing the Lakeside subdivision, the following rules and regulations provide the basis for a common understanding of the standards by which each present and future homeowner, family, lessee, guest, servant, or invitee of the Lakeside Community will abide by.

These rules and regulations will be used by the Lakeside Homeowner's Association, hereafter referred to as the Lakeside HOA, to ensure the perseverance, protection, enhancement and beautification of the Lakeside community. The Lakeside HOA's intention of adopting this set of guidelines is to promote a healthy and attractive living environment while remaining impartial and understanding of individual resident's goals and preferences.

AUTHORITY

This document is authorized and supported in accordance with Article X, Section 1 in the Declaration of Covenants, Restrictions, and Conditions for the Lakeside Subdivision, dated 11/25/97; and Article XII, Section 1, of the Bylaws of the Lakeside Subdivision.

I. STRUCTURES

1. A. Temporary Structures

No structures of a temporary character, including, without limitation, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

1. B. Building Standards

No building shall be erected or maintained on any Lot unless it complies with all applicable standards, including any governmental ordinances. The width of the front of the main structures shall be in harmony with the other dwellings in the addition.

1. C. Detached Buildings and/or Fences

No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without prior consent of the Architectural Control Committee. Only a wooden or masonry fence shall be erected on the Property unless approved in writing by the Architectural Committee. No fence shall be erected forward of the front building line on the Property unless approved in writing by the Architectural Committee. The fence is to be 6 feet or less in height with treated posts. The fence is to have a minimum of 2 horizontal runners. The finished face of the fence shall face out. Any deviation of material or design must be approved, in writing, by the Architectural Committee.

1. D. Land Alterations

No Property owner, Member, guest, invitee, lessee, resident, occupant, etc., shall undertake any digging, earth moving, or construction of any nature whatsoever, other than the planting of shrubbery, trees or flowers, without prior express written consent of the Architectural Control Committee.

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2. EXTERIOR STANDARDS

2. A. Exterior Standards

No change in the color of the exterior of the dwelling and/or structures, decorative or storm shutters, mailboxes, sheds, driveways, or patios, shall be made unless such change is first approved in writing by the Architectural Control Committee.

2. B. Sight Distance and Intersections

No fence, wall, hedge, shrub planting or other object should be placed in a manner such as to obstruct a driver's safe view of an intersection. This sight line limitation shall apply on any lot within ten feet from an intersection. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2. C. Service Facilities

All clothes lines or service facilities must be enclosed within walls, fences, or landscaping so as not to be visible from the outside of the Property. Additionally, detached storage buildings or sheds are not permitted without the approval of the Architectural Control Committee.

2. D. Signs

No signs for advertising purposes shall be displayed to the public view. No signs of any nature whatsoever shall be erected or displayed upon any Property, without prior express written consent of the Association.

2. E. Antennas/Communications Aerial

No exterior or visible radio or television antenna or any type of communication aerial shall be erected, installed, maintained, or operated upon any of the lots or buildings or structures located on the Property without express written consent of the Association in accordance with its rules and regulations.

3. VEHICLES & RECREATIONAL VEHICLES

3. A. Parked Vehicles

There shall be no parking of vehicles on the front or side lawn(s) by owners, residents or guests. Motor vehicle(s) that cannot operate on its own power shall remain only in the driveway or garage property—not on the street, or on any lawn/grass area in view from the street. All vehicles must have valid license plates, state inspection sticker and current insurance.

3. B. Campers, Trucks, Boats and Recreational Vehicles

No campers, vans, pickup trucks, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot, and/or said vehicles and accessories are screened from view by a screening structure or fencing and said vehicles and accessories are in an operable condition. No vehicle may have an overall length greater than 30 feet. Vehicle must be in working order and all required licenses, inspections and permits must be current.

4. PETS, LIVESTOCK AND POULTRY

4. A. Pets

No animal or fowl of any kind shall be raised, kept or quartered on any portion of the Property excepting only pets of the kind and number usual to a one family household. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, peacocks, ducks, pigeons, and guinea fowl are expressly prohibited.

4. B. Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Property or in the Common Open Space, with the exception of dogs, cats, or other common household pets, provided that they are not kept, bred, or maintained for any commercial purpose and that they are housed within the



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residence or a containment area, approved by the Architectural Control Committee, on the Property. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, peacocks, ducks, pigeons, and guinea fowl are expressly prohibited.

5. GARBAGE AND REFUSE DISPOSAL, PROPERTY MAINTENANCE

5. A. Waste Disposal

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Property shall not be used as a dumping ground for weeds and debris. Composting is acceptable when in a contained structure that has been approved by the ACC.

5. B. Property Maintenance

Owners will be responsible for the maintenance of their property year round, including, but not limited to, mowing, and edging of the lawns. Owners shall also be responsible for the maintenance of all shrubbery, trees and landscaped beds in the entire lot. It is the responsibility of each Homeowner to maintain an attractive, clean appearance. In the event an Owner fails to maintain his Property in a manner reasonably satisfactory to the Board of Directors of the association or any committee established by such Board, the Association shall have the right, through its agents and employees, to maintain and restore the improvements.

5. C. Negligence of Property

In the event any portion of the Home which the Association is required to clean, maintain, repair or replace as a result of the negligence of the owner, his family, lessee, guests, servants or invitees, the applicable Owner shall be responsible for the cost. The Association shall have the right to levy an assessment against the Owner for such costs.

5. D. Trash Collection and Recycling

As of the time of publication, the Town of Holly Springs collects garbage and recycling bins in Lakeside each Friday excepting holidays when it will be picked up on Saturday.

6. COMMON OPEN SPACE

6. A. Additions to Common Open Space

No property owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Open Space without prior express written consent of the Association.

6. B. Renovations to Common Open Space

No Property owner or occupant shall burn, chop, or cut anything, on, over or above the Common Open Space.

6. C. Insurance and Common Open Space

Nothing shall be done or kept on any Property or in or upon the Common Open Space which will increase the rates of insurance of the Properties or the contents thereof beyond the rates applicable for other Properties, without prior express written consent of the Association. No Property owner shall permit anything to be done or kept on their Property or in or upon the Common Open Space which will result in the cancellation of insurance on any of the Properties or the contents thereof, or which will be in violation of the law.

6. D. Maintenance of Common Open Space & Easement(s)

The Lakeside HOA shall have a perpetual exclusive easement for the existence, continuance, and maintenance of any improvements owned by it, which present or may hereafter encroach upon a Property.



6. E. Maintenance of Common Open Space and Owner(s) Property(s)

The Lakeside HOA shall have a perpetual non-exclusive right of access to each Property to inspect same to remove any violations set forth in the Master Deed, Declaration of Covenants, Conditions and Restrictions, or the Lakeside HOA Rules & Regulations, and to perform any operations required in connection with the maintenance, repairs or replacements of the elements of the Common Open Space, or any equipment, facilities or fixtures affecting or serving other Properties or the Common Open Space; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Property Owner. In case of any emergency, such right of entry shall be immediate, whether the property Owner is present at the time or not.

7. PROPERTY USE

7. A. Property Use

No immoral, improper, offensive, or unlawful use shall be made of any Property; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

7. B. Property & Drainage

No Property owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems on the subject Property.

7. C. Excessive Noise

No excessive noise will be tolerated in the form of extreme music or other audio sound, excessive barking or noise created by household pets, or vehicles or recreational vehicles of any sort.

8. GRIEVANCE PROCEDURES

8A. Grievance Procedure Against Lakeside HOA and/or Committees

An Owner seeking redress from perceived arbitrary application of any Restrictions, Bylaws, or Lakeside HOA Rules & Regulations or seeking exemption from said Restrictions, Bylaws, or Lakeside HOA Rules & Regulations shall, in the case of an adverse decision rendered by an Association Committee, submit their grievance to said Committee for reconsideration with a letter outlining reasons for submission. Should the Association Committee still render an unacceptable decision, the Owner may submit the decision, in writing, to the Board of Directors of the Association for a final and binding decision.

Should the initial decision on said matter have been rendered by the Board of Directors, the Owner must resubmit their grievance to the Board of Directors of the Association for reconsideration and a final, binding decision.

8B. Grievance Procedure Against Another Lakeside Property Owner

The first step of the grievance procedure is for the Grievant (the Owner filing the grievance form) to address the grievance directly with the other Owner(s) to resolve the issue(s). Should this fail, the next step is to notify the Lakeside HOA Board of Directors using the Grievance Form (see attachment "A"). After due consideration and deliberation, the Board of Directors may notify said Owner(s) of the grievance in writing, (see attachment "B" – Official Notice of Grievance) with a request to cease and desist the reason for the grievance. If no corrective action is forthcoming by the Owner causing the grievance, a second written request to cease and desist will be mailed by the Board of Directors. If still no corrective action is forthcoming, the Board of Directors will contact both Owners – the Grievant and the Owner causing the grievance – in an attempt to resolve the grievance to the satisfaction of both parties.

The Board of Directors will hear both sides of the grievance and determine a resolution to the grievance. While every attempt will be made to resolve the issue(s) to the satisfaction of both or all parties involved, the Board of Directors ruling on the grievance shall stand regardless of the level of satisfaction of the



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parties. In seeking a fair solution to the grievance, the Board of Directors may query other Owners, seek professional opinion, and hold open forums on the issue(s).

The Board of Directors reserves the right to utilize any and all legal remedies to resolve grievances and seek compliance with Declarations of Covenants, Restrictions, and Conditions and the Bylaws as well as the Rules & Regulations of the Lakeside HOA.

8C. Notification of Grievant

The applicable Committee or Board of Directors will send a Letter of Notification outlining the decision regarding the grievance to the Grievant and all other Owners named in said grievance via First Class US Mail.

In the case of a grievance against (an)other Owner(s), it is the responsibility of the Grievant to follow up with the Association if no corrective action is forthcoming within 10 days after the decision of the Board of Directors.

ARTICLE XV. ARCHITECTURAL CONTROL COMMITTEE

PURPOSE

Fundamental to the concept of development at Lakeside is quality home planning and design. These guidelines provide the basis for a common understanding of the design objectives and standards by all those involved in creating this community and, more importantly, by Lakeside's present and future residents. These procedures will be used by the Architectural Control Committee of the Lakeside HOA, hereafter referred to as the ACC, to review plans and specifications pursuant to the provisions of the Restrictive Covenants of the Lakeside community. The ACC's intention is to be fair and objective in the design review process and impartial and understanding of individual resident's goals and preferences.

All applications for modifications MUST be submitted to the ACC and approved in accordance with these procedures prior to beginning work on any modifications. (Please see attachment "C")

AUTHORITY

This committee is authorized in accordance with Article VII in the Declaration of Covenants, Restrictions, and Conditions for the Lakeside Subdivision, dated 11/25/97; and Article VIII of the Bylaws of the Lakeside Subdivision.

SCOPE

The Committee is authorized and empowered to consider, review and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee or Board of Directors, adversely affect the living enjoyment of one or more lot owners or the general value of Lots in the Development.

COMMITTEE MEMBERSHIP

1. Appointment

The Board shall designate and appoint an Architectural Control Committee composed of three individuals, each generally familiar with the residential community development design matters and knowledgeable about the Board's concern for a high level of taste and design standards within Lakeside.

2. Successors

In the event of the death, resignation or removal by the Board of any Member of the Committee, the remaining Member(s) shall appoint a successor Member. In default of such appointment the Board shall have full authority to designate and appoint a successor. No Member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this declaration.



ARCHITECTURAL REVIEW

1. Standards

The Committee may from time-to-time promulgate architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

2. Definition of Modifications

A modification is defined as an alteration, addition or removal of the following:

- a. Structures
- b. Exterior Doors
- c. Exterior materials (i.e. paint, etc.)
- d. Fences, decks, terraces, walls, drives, and walks
- e. Exterior lighting
- f. Swimming and decorative pools and fountains
- g. Animal houses

These provisions also apply to other exterior items which may be related to, but not specifically included in this list

3. Who is subject to the Review and Approval Process?

All property owners are responsible for obtaining the necessary review and approvals to comply with the terms of the Restrictive Covenants. Homeowners will be responsible for anything that is a modification or deviation from the original house or landscape plan. **There are no exemptions or automatic approvals.** Each application will be reviewed on an individual basis.

4. Architectural Control Committee (ACC)

The ACC will meet upon demand at regularly scheduled HOA meeting. Applications must be received no later than Noon on the preceding Monday. A written decision will be mailed no later than 30 days after the date of the ACC's evaluation.

The Committee's decision may be:

- a. Approval
- b. Conditional approval with stipulations
- c. Disapproval
- d. Deferral, pending submission of more information or deferral to a specific date pending on-site review by the Committee.

5. The Steps for Modification(s) Review

5. A. Submission of modification

The Applicant must submit an application form and two sets of plans (one to remain on file with the Association, the other to be mailed back to the resident requesting approval) drawn to scale indicating the extent of the proposed improvement in sufficient detail to allow review. This must include drawings of exterior building elevation changes, material, finish and color schedules and construction details. Any modifications altering the building footprint shall require a site plan showing the following:

1. Property lines
2. Setback and easements
3. Footprint of house and driveway, sidewalks, decks, patio retaining walls, etc.
4. All proposed improvements dimensioned to properly locate them from the house or property line.

5. B. Review Process

Within 15 days of completion of the approved project, the Board of Directors or Architectural Control Committee Chairperson has the right, on behalf of the Association, to schedule an on-site review to verify



compliance with the approved application. Notifying the Architectural Control Committee of the completion of the project will be the responsibility of the applicant.

5. C. Regulatory Compliance

Plans submitted for architectural review must comply with all building codes, zoning regulations and the requirements of all agencies having jurisdiction over the project. It is the responsibility of the Applicant to obtain all necessary permits, inspections and final Certificate of Occupancy. Regulatory approvals do not preclude the authority and responsibility of the ACC for design review and vice versa.

5. D. Final Review

The ACC's final approval constitutes a binding agreement between the Applicant and the Association. Any deviation from the approved plan must be resubmitted to the ACC for approval. The ACC's decision shall be based on a simple majority. The ACC may, at its discretion, assist the Applicant by suggesting alternative design solutions.

5. E. Enforcement

The provisions for enforcement of the Declaration of Covenants, Conditions and Restrictions and the Association Bylaws shall apply to the enforcement of these Design Review Procedures and Guidelines in addition to any other available remedies.

6. Nonliability of Architectural Control Committee

6. A. Waiver, Amendment and Third Party Benefit

The ACC maintains the right from time to time at their sole discretion, to waive, amend or modify these Procedures and Guidelines. Neither the ACC nor its agents, representatives or employees shall be liable for failure to follow the Procedures and Guidelines as herein defined. These Procedures and Guidelines confer no third party benefit or rights upon any entity, Person or Applicant.

6. B. Nonliability of the Architectural Control Committee

Neither the ACC nor its respective Members, Secretary, successors, assigns, agent representatives or employees shall be liable for damages or otherwise to anyone submitting plans to it for approval, or to any Applicant by reason of mistake in judgment, negligence of nonfeasance, arising out of any action of the ACC with respect to any submission, or for failure to follow these procedures or Guidelines. The role of ACC is directed toward review and approval of site planning, appearance, architectural vocabulary and aesthetics. The Committee assumes no responsibility with regard to design or construction, including without limitation, the civil, structural, mechanical, plumbing or electrical design, methods of construction, or technical suitability of materials.

7. Responsibilities of Owner Requesting Approval

7. A. Accuracy of Information

Any person submitting plans to the ACC shall be responsible for verification and accuracy of all components of such submissions, including, without limitation, all site dimensions, setbacks, easements, grades, elevations, utility locations and other pertinent features of the site or plans.

7. B. Applicant Representation

The Applicant represents by the act of entering into the review process with ACC, that all representatives of Applicant, including, but not limited to, Applicant's architect, engineer, contractors, subcontractors, and their agents and employees shall be made aware by the Applicant of all applicable requirements of the Committee and shall abide by these Procedures and the Restrictive Covenants with respect to approval of development plans and specifications.



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GRIEVANCE FORM: Attachment "A"

Grievant Name:
Address:
Phone Number:
E-mail Address:

Please keep my information confidential. (I understand for the purposes of resolving this grievance, it may become necessary to release my information to the Owner I am filing this grievance against.)

Please note: The Lakeside Board of Directors will make a conscious effort to resolve this issue without divulging your information. However, if this grievance cannot be resolved by the Board alone, then it will become necessary for the Board to arbitrate this issue between yourself and the other party.

I, am filing this official grievance against the following Owner(s) (enter names if you have them, use the back of this form for additional space if necessary) of the property located at (enter the street address of the said Owner you are filing against).

Grievance (please give specific examples rather than generalize; including dates and times when appropriate rather than "all of the time" helps to isolate the issue(s) at hand):

Three horizontal lines for writing the grievance details.

What prior action have you personally taken to resolve this issue (please be specific in your dates, times and number of attempts to resolve said grievance):

Two horizontal lines for writing prior actions taken.

What is your preferred outcome (please keep in mind a compromise of some sort may be necessary if this grievance reaches an arbitration stage):

Two horizontal lines for writing the preferred outcome.

Send completed form to: Lakeside HOA, Board of Directors, P.O. Box 1432, Holly Springs, NC 27540

Thank you for taking the time to complete this form. A Board of Directors member will contact you if additional information is needed. Please expect that resolution occur no sooner than 21 days after filing this form in order to allow due process: for the Board to meet and a letter to be sent out. If 30 days pass, and you see no resolution to this grievance, please contact the Board of Directors.



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OFFICIAL NOTICE OF GRIEVANCE: Attachment "B"

Date

Name
Address
City, State, Zip

Dear Mr./Ms. (Name):

It has come to the attention of the Lakeside HOA Board of Directors that the following grievance has been filed against:

Name: _____

Name: _____

Name: _____

Of the following address:

The grievance is:

This is in violation of the Lakeside Homeowners Rules & Regulations: (citation of section)

The purpose of this letter is to notify you that your actions are disturbing members of your community. We kindly ask, as your friend and neighbor, to refrain from continuing this activity (or situation). Should you have extenuating circumstances or want to discuss this situation, please contact me at the number listed below.

As your neighbors we appreciate your cooperation and understanding in this matter.

Sincerely,
For the Board of Directors

(Name)
(Phone No.)

cc: Board of Directors
Grievant